

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

HANDCRAFTED MODEL SHIPS LLC)	
dba HAMPTON NAUTICAL and)	
HANDCRAFTED NAUTICAL)	
DÉCOR,)	
)	Civil Action No.
Plaintiff,)	
)	
v.)	
)	JURY TRIAL DEMANDED
INDIA OVERSEAS TRADING)	
CORPORATION,)	
)	
NAUTICAL MART INC.,)	
)	
NAUTICAL ARMOUR,)	
)	
CLASSIC HANDICRAFTS,)	
)	
and)	
)	
MR. SUDHIR PARIKH)	
)	
)	
Defendants.)	

COMPLAINT

Plaintiff, Handcrafted Model Ships LLC, (“Handcrafted”), and for its
Complaint against Defendants, India Overseas Trading Corporation, Nautical
Mart Inc., Nautical Armour, Classic Handicrafts, and Mr. Sudhir Parikh,
(collectively, “NautMart”), hereby alleges as follows:

PARTIES

1. Handcrafted is a company organized under the laws of the State of

California, with its principal place of business in Alhambra, CA.

2. Upon information and belief, Defendant India Overseas Trading Corporation is a foreign corporation, with its principal place of business at 02, IOTC Enclaves, Delhi Road, Roorkee – 247 667, Uttarakhand, India. Upon further information and belief, Defendant India Overseas Trading Corporation is near or around Defendant Nautical Mart Inc.'s principal place of business.

3. Upon information and belief, Defendant Nautical Mart Inc. is a foreign corporation, with its principal place of business at 102, IOTC Enclave, NH-58, Delhi Road, Roorkee - 247667, Uttarakhand, India. Upon further information and belief, it owns or operates Defendant Classic Handicrafts.

4. Upon information and belief, Defendant Nautical Armour is a California entity, with its principal place of business at 1731 North Partridge Street, Anaheim, CA 92806.

5. Upon information and belief, Defendant Mr. Sudhir Parikh is a California resident residing at 1731 North Partridge Street, Anaheim, CA 92806.

JURISDICTION AND VENUE

6. This is an action against NautMart for unfair competition, trademark and copyright infringement.

7. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§ 1331, in that it involves claims arising under the laws of the United States and specifically involve 28 U.S.C. § 1338, 15 U.S.C. § 1125(a), and 17 U.S.C. §§ 106 & 501.

8. This Court has supplemental jurisdiction over Handcrafted's state-law claims pursuant to 28 U.S.C. § 1367, in that the state law claims are integrally-related to the federal claims and arise from a common nucleus of operative facts, such that the resolution of all claims herein is in the interests of judicial economy.

9. The Court has personal jurisdiction over NautMart pursuant to Georgia's Long Arm Statute, O.C.G.A. § 9-10-91 because NautMart has (a) transacted business in this State, (b) engaged in tortious activity causing injury in this state, and (c) committed a tortious injury in this state caused by an act outside this state. (Just not clear) Specifically, NautMart has falsely advertised Handcrafted's products for sale in the state of Georgia when it does not in fact offer them for sale; transacts business generally within the state of Georgia by selling and supplying counterfeit goods to the residents of the state of Georgia. Furthermore, NautMart has caused injury to Handcrafted in the State of Georgia while offering its goods regularly in the State of Georgia.

10. Venue is proper in this district pursuant to 28 U.S.C. §1391.

HANDCRAFTED'S BACKGROUND

11. Handcrafted is the industry leader in authentic, high-quality model ships and nautical décor. Mr. Richard Norris, Handcrafted's founder, has always had a passion for model ship building. He has built a wide variety of model ships and considers himself an expert tall ship historian.

12. Wanting to share his passion with the world, Mr. Norris began offering a variety of high-quality model ships for sale and launched handcraftedmodelships.com nearly two decades ago. Resulting from his initial success in offering a few famous tall sailing ships, Handcrafted expanded its ship line to offer a wide variety of ships from various historical periods. Continued success from Handcrafted's expansive ship lines caused it to expand to other product lines, notably nautical décor.

13. Handcrafted is also the premier manufacturer and supplier of the world's finest nautical decorations, tropical



décor, and beach décor. As both a manufacturer and direct retailer to the public, Handcrafted is able to provide the highest quality nautical gifts at wholesale prices. Some of Handcrafted's expertly handcrafted nautical décor include brass compasses, world globes, porthole mirrors, model sailboats, ships in a bottle, and brass telescopes ("Handcrafted Products").

NAUTMART'S KNOCKOFFS

14. NautMart offers many items purported to be the same as items under Handcrafted's listings on Amazon.com. The items are not the same.

15. Instead, NautMart offers knockoff products ("NautMart's Knockoffs") on Handcrafted's Amazon listing. That is, through Amazon.com, NautMart sells similar, but different, products on Handcrafted's Amazon Standard Identification Numbers ("ASINs").¹



¹ Amazon Standard Identification Numbers (ASINs) are unique blocks of 10 letters and/or numbers that identify items. You can find the ASIN on the item's product information page at Amazon.com. For books, the ASIN is the same as the ISBN number, but for all other products a new ASIN is created when the item is uploaded to our catalogue. You will find an item's ASIN on the product detail page alongside further details relating to the item, which may include information such as size, number of pages (if it's a book) or

Colloquially, NautMart's actions, as an "Other Seller[s] on Amazon," are known as "Blackhat ASIN piggybacking." This practice involves obtaining Knockoffs of popular products, listing them with the same ASIN as their non-knockoff counterparts."², and selling the infringing products.

16. NautMart sells Knockoffs that are claimed to be made by Handcrafted, but are actually quite different in quality, design, and price.

17. For example, when a consumer wishes to purchase a "Handcrafted Nautical Decor Captain's Spyglass" from NautMart, the consumer expects to receive what is listed.³ However, when that consumer receives the item it is a poor counterfeit. It is completely different and of much lower quality than that which Handcrafted makes and sells.

number of discs (if it's a CD).

ASINs can be used to search for items in our catalogue. If you know the ASIN or ISBN of the item you are looking for, simply type it into the search box (which can be found near the top of most pages), hit the "Go" button and, if the item is listed in our catalogue, it will appear in your search results.

<http://www.amazon.com/gp/seller/asin-upc-isbn-info.html> (last visited Jan. 25, 2016).

² <http://startupbros.com/amazon-ranking-hacks/> (last visited Dec. 21, 2015).

³ http://www.amazon.com/gp/product/B00GA1X81G?psc=1&redirect=true&ref=oh_aui_detailpage_o01_s00 (last visited Dec. 21, 2015).



18. The photos in the left column come directly from Handcrafted's Amazon.com listing. The photos in the right column are photos of an authentic Handcrafted product and NautMart's Knockoff offered through Handcrafted's listing.

19. Visually, the photo below details the differences between Handcrafted's telescope and NautMart's Knockoffs. NautMart's Knockoffs defeat Handcrafted's goal, which is to bring class, beauty, and elegance to its clients through its offerings. Beginning with the box, NautMart's Knockoff (bottom right) does not contain the same anchor as in the product listing. Additionally, the knockoff's anchor inlay is of poor quality and lacks detail.



Amazon.com Listing



*Top: Authentic Handcrafted Product
Bottom: NautMart's Knockoff*



Amazon.com Listing



*Top: Authentic Handcrafted Product
Bottom: NautMart's Knockoff*



Amazon.com Listing



*Right: Authentic Handcrafted Product
Left: NautMart's Knockoff*



Amazon.com Listing



*Right: Authentic Handcrafted Product
Left: NautMart's Knockoff*



Amazon.com Listing



*Top: Authentic Handcrafted Product
Bottom: NautMart's Knockoff*



Left: NautMart's Knockoff

Right: Authentic Handcrafted Product

20. Upon information and belief, NautMart obtains its Knockoffs it sells as “new” and “genuine” by purchasing them from overseas markets where prices are lower than in the United States, and then imports them into the United States.

21. Upon information and belief, NautMart purchases its Knockoffs cheaply from defective sales or returns in India.

22. Upon information and belief, NautMart has minimal overhead and does not invest significantly in customer service, showrooms, quality, or advertising. That is, Mr. Sudhir Parikh works out of his house at 1731 North

Partridge Street, Anaheim, CA 92806. Upon further information and belief, Mr. Pooja Chand, a staff member at NautMart, also is a resident of 1731 North Partridge Street, Anaheim, CA 92806.

23. Nevertheless, NautMart reaps the benefits of such efforts. It trades off Handcrafted's hard-earned reputation for quality and customer service. In fact, Handcrafted has been in business for over half a century and maintains a large physical presence at 1827 West Valley Blvd. Alhambra, CA 91803.



24. NautMart's Knockoffs, as Blackhat Piggybacked from Handcrafted's listings, are not the same quality as it represents in its Amazon storefront. NautMart's low quality Knockoffs have led to poor reviews, vital to a company on Amazon.com, and lost sales from NautMart taking sales from Handcrafted

and lack of repeat purchasers. For example, Handcrafted has received complaints about Handcrafted's goods when the complaints were actually directed at NautMart. *See* Exhibit B (commenting on previous NautMart order).

25. In addition, when NautMart piggybacks under Handcrafted's Amazon.com listing, a consumer can select NautMart's listing and be directed to another page, one that is solely NautMart's.

26. Put another way, NautMart creates confusion in consumers before actually purchasing a knockoff product, when a consumer seeks an authentic Handcrafted product but is lured to a NautMart's knockoff through its use of Handcrafted's mark.

27. NautMart's actions have attracted potential consumers away from Handcrafted and to NautMart. Ultimately, NautMart has unfairly benefited from the strength of Handcrafted's brand that draws in the consumer.

28. NautMart, by virtue of listing under Handcrafted's Amazon.com listing, falsely represents that its product **exactly matches** Handcrafted's listing.⁴

⁴ Other sellers can list their items for sale against pages that you have created or added your copyrighted images to. However, *we do require sellers to list only against detail pages that **exactly match** their items. If you believe sellers are listing against detail pages that do not*

From the photos below, NautMart's Knockoffs clearly do not match Handcrafted's listing item. Authentic Handcrafted spyglass on top.



exactly match their items, we ask that you report the violation directly by using the contact us form.

Amazon Report Infringement available at <https://www.amazon.com/gp/help/reports/infringement> (last visited Dec. 12, 2015) (emphasis added).



*Top: Authentic Handcrafted
Bottom: NautMart Knockoff*



*Left: Authentic Handcrafted
Right: NautMart Knockoff*



Left: NautMart Knockoff

Right: Authentic Handcrafted

29. Handcrafted stamps its products with its trademark “Hampton NauticalTM” for the several decades. See U.S. Trademark Application Serial No. 86854753. As seen in Handcrafted’s Amazon.com product listing, it proudly

displays its trademark. However, if a consumer purchases a spyglass from NautMart, expecting an authentic “Hampton Nautical” spyglass, the consumer will quickly learn that it did not receive one with the quality and brand reputation of Hampton Nautical.



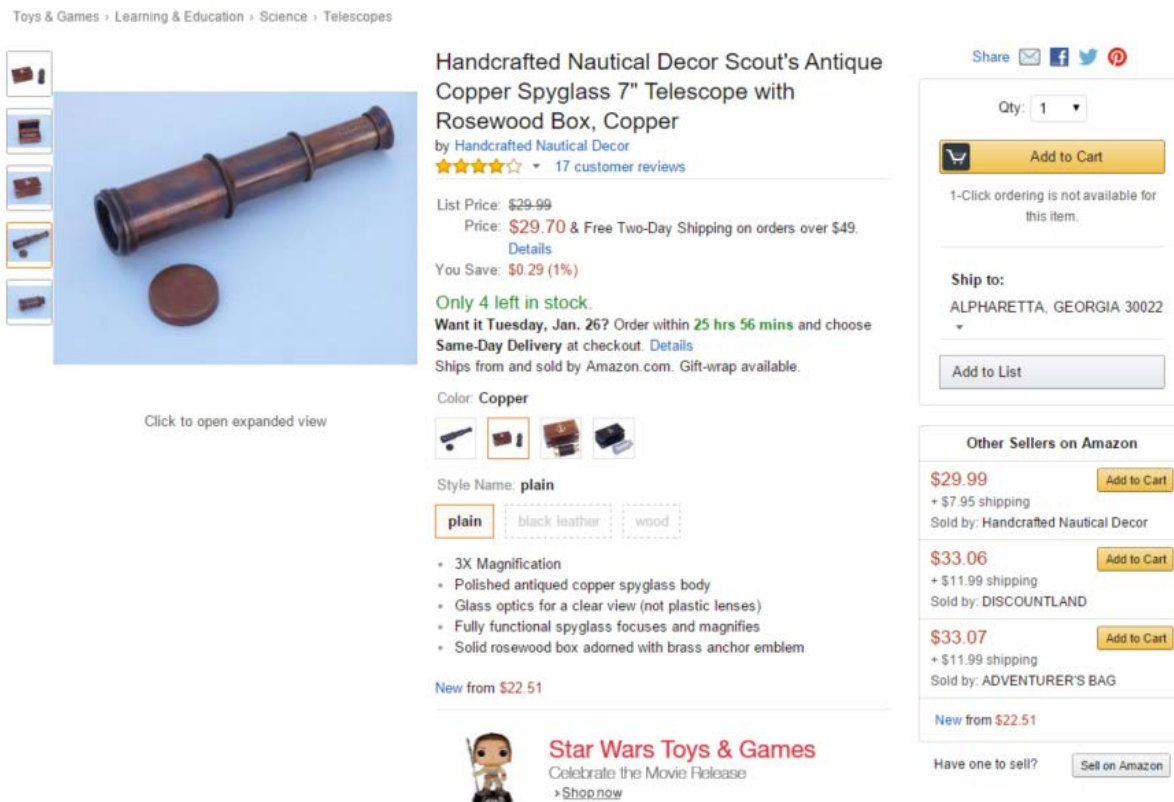
Amazon.com Listing



*Top: Authentic Handcrafted Product
Bottom: NautMart's Knockoff*

30. NautMart has copied Handcrafted's original images to make its own listings. For example, Handcrafted offers a Copper Spyglass under its storefront with a URL of <http://www.amazon.com/Handcrafted-Nautical-Decor-Spyglass-Telescope/dp/B00IPLMXG0> (last visited Jan. 24, 2016). Handcrafted has not offered a license or given permission to NautMart to use the images.

Toys & Games › Learning & Education › Science › Telescopes



Handcrafted Nautical Decor Scout's Antique Copper Spyglass 7" Telescope with Rosewood Box, Copper
by Handcrafted Nautical Decor
★★★★☆ 17 customer reviews

List Price: \$29.99
Price: **\$29.70** & Free Two-Day Shipping on orders over \$49.
[Details](#)
You Save: **\$0.29 (1%)**

Only 4 left in stock.
Want it Tuesday, Jan. 26? Order within **25 hrs 56 mins** and choose **Same-Day Delivery** at checkout. [Details](#)
Ships from and sold by Amazon.com. Gift-wrap available.

Color: **Copper**





Style Name: **plain**


plain black leather wood

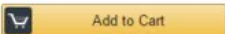
- 3X Magnification
- Polished antiqued copper spyglass body
- Glass optics for a clear view (not plastic lenses)
- Fully functional spyglass focuses and magnifies
- Solid rosewood box adorned with brass anchor emblem

New from **\$22.51**


Star Wars Toys & Games
Celebrate the Movie Release
[Shop now](#)

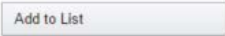
Share    

Qty: 1 




 **Add to Cart**

1-Click ordering is not available for this item.


Ship to:
ALPHARETTA, GEORGIA 30022


 **Add to List**

Other Sellers on Amazon

\$29.99 + \$7.95 shipping Sold by: Handcrafted Nautical Decor	 Add to Cart
\$33.06 + \$11.99 shipping Sold by: DISCOUNTLAND	 Add to Cart
\$33.07 + \$11.99 shipping Sold by: ADVENTURER'S BAG	 Add to Cart

New from **\$22.51**

Have one to sell?  **Sell on Amazon**

31. One of the photos depicts Handcrafted's trademark - "Hampton NauticalTM."

32. NautMart has copied Handcrafted's images to sell its alleged



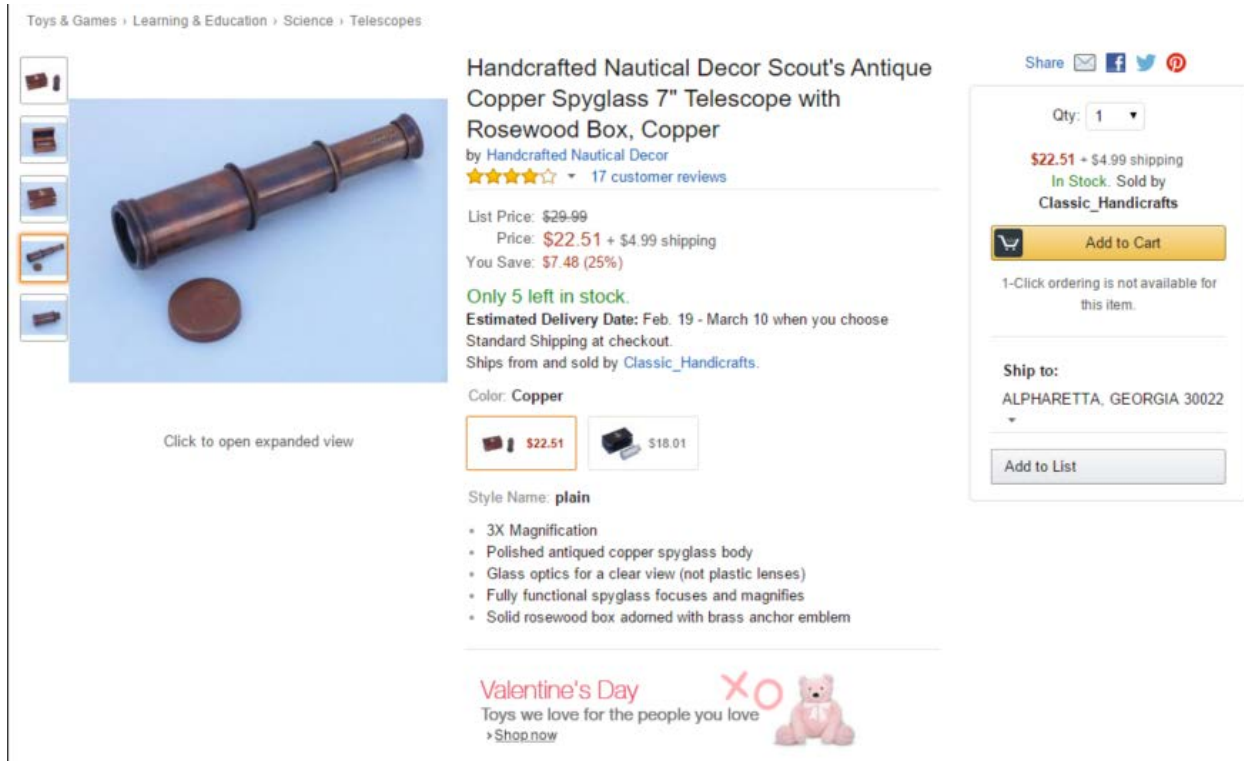
Copper Spyglass where Classic Handicrafts' is the sole seller of the product.

Classic Handicrafts' URL differs from the past URL. *Compare*

<http://www.amazon.com/dp/B00IPLMXG0?m=A3V9DUFONGP5CK>

[&ref=v_sp_widget_detail_page](#) (last visited Jan. 24, 2016) *with*

<http://www.amazon.com/Handcrafted-Nautical-Decor-Spyglass-Telescope/dp/B00IPLMXG0> (last visited Jan. 24, 2016). Importantly, Classic Handicrafts' knockoff is \$22.51, while Handcrafted's authentic is \$29.70.



The screenshot shows an Amazon product page for a spyglass. The main image shows a copper spyglass with its cap off. To the left are five small thumbnail images. Below the main image is a link that says "Click to open expanded view". To the right of the image is the product title: "Handcrafted Nautical Decor Scout's Antique Copper Spyglass 7\" Telescope with Rosewood Box, Copper". Below the title is the brand "by Handcrafted Nautical Decor", a star rating of 4.5 stars, and "17 customer reviews". The price section shows a list price of \$29.99, a current price of \$22.51, and a shipping cost of \$4.99. It also states "You Save: \$7.48 (25%)". A green banner says "Only 5 left in stock." Below that is the estimated delivery date: "Feb. 19 - March 10 when you choose Standard Shipping at checkout." and "Ships from and sold by Classic_Handicrafts." There are two color options: "Copper" (selected) and "Black". Below the color options are two small images of the spyglass in different colors with their respective prices: \$22.51 for copper and \$18.01 for black. The style name is "plain". A list of features includes: "3X Magnification", "Polished antiqued copper spyglass body", "Glass optics for a clear view (not plastic lenses)", "Fully functional spyglass focuses and magnifies", and "Solid rosewood box adorned with brass anchor emblem". At the bottom of the listing is a "Valentine's Day" banner with the text "Toys we love for the people you love" and a "Shop now" link. To the right of the listing is a sidebar with social sharing icons, a quantity selector set to 1, the price "\$22.51 + \$4.99 shipping", a status of "In Stock. Sold by Classic_Handicrafts", an "Add to Cart" button, a note that "1-Click ordering is not available for this item.", a "Ship to:" address of "ALPHARETTA, GEORGIA 30022", and an "Add to List" button.

33. Classsic Handicrafts' listing also contains Handcrafted's trademark in the photo to the right - "Hampton NauticalTM."

34. Indeed, when ordered, the spyglass shipped from



NautMart bears Handcrafted's trademark "Hampton Nautical." Handcrafted never granted permission to use its trademark on NautMart's counterfeit good.



NautMart Counterfeit

HANDCRAFTED'S PAST RESOLUTION EFFORTS

35. Handcrafted has directly communicated with NautMart on diverse occasions in attempts to resolve this matter; however, NautMart has failed to remedy its actions.

36. On December 21, 2015, Handcrafted send a final, legal cease and desist letter to NautMart. *See* Exhibit A. However, NautMart failed to respond.

37. Additionally, Handcrafted filed a formal Infringement Report with Amazon.com. Amazon.com shut down NautMart's entire storefront, but recently opened it. However, NautMart's piggybacked listings are no longer present on some of the items Handcrafted identified.

38. Instead, upon information and belief, other Amazon.com sellers, related to NautMart, have begun offering the same complained about items under different storefronts. For example, upon further information and belief, Classic Handicrafts have offered items previously sold by NautMart.

**COUNT I: TRADEMARK COUNTERFEITING IN VIOLATION OF
LANHAM ACT (15 U.S.C. § 1114)**

39. Handcrafted is the current, active, and exclusive owner of Handcrafted Nautical Decor™ and Hampton Nautical™ (“Handcrafted’s Trademarks”) valid and legally protected trademarks. The trademarks are active, valid and have not been revoked or canceled.

40. NautMart, without authorization, has used and is continuing to use spurious designations that are identical to, or substantially indistinguishable from, the Handcrafted’s Trademarks in interstate commerce.

41. NautMart’s foregoing acts are intended to cause, have caused, and are likely to continue to cause confusion or mistake, or to deceive consumers, the public, and the trade into believing that NautMart's counterfeit products are genuine or authorized Handcrafted Products.

42. Upon information and belief, NautMart has acted with knowledge of Handcrafted’s ownership of the Handcrafted Trademarks and with deliberate

intention or willful blindness to unfairly benefit from the incalculable goodwill inherent in the Handcrafted Trademarks.

43. NautMart's acts constitute trademark counterfeiting in violation of Section 32 of the Lanham Act (15 U.S.C. 1114).

44. Upon information and belief, NautMart has made and will continue to make substantial profits and gains to which it is not in law or equity entitled.

45. Upon information and belief, NautMart intend to continue its infringing acts, unless restrained by this Court.

46. NautMart's acts have damaged and will continue to damage Handcrafted, and Handcrafted has no adequate remedy at law.

COUNT II: TRADEMARK INFRINGEMENT UNDER LANHAM ACT (15 U.S.C. § 1114 AND 1125(a))

47. Handcrafted re-alleges paragraphs 1 through 46 of this Complaint as if set forth in full herein.

48. Handcrafted is the current, active, and exclusive owner of Handcrafted Nautical Decor™ and Hampton Nautical™ ("Handcrafted's Trademarks") valid and legally protected trademarks. The trademarks are active, valid and have not been revoked or canceled.

49. NautMart has used and is continuing to use Handcrafted's trademarks in commerce without consent, and NautMart's use is likely to deceive, cause confusion, or result in mistake as to the affiliation, connection, or association of NautMart with Handcrafted and as to the availability of Handcrafted's authentic products on NautMart's Amazon.com storefront.

50. NautMart's unauthorized use of its Handcrafted Nautical DecorTM and Hampton NauticalTM trademarks has infringed upon Handcrafted's trademark and trade name rights, in violation of 15 U.S.C. §§ 1114 and 1125(a).

51. As a result of NautMart's conduct, Handcrafted has suffered damages that include but are not limited to lost sales of its product, trademark infringement and dilution, and damage to Handcrafted's existing and potential business relations, together with costs of this action.

52. In addition, pursuant to 15 U.S.C. § 1117(a), Handcrafted is entitled to an award of attorneys' fees since NautMart's acts are willful, intentional, and egregious, making this an exceptional case.

COUNT III: UNFAIR COMPETITION IN VIOLATION OF LANHAM ACT
(15 U.S.C. § 1125(A)(L)(A))

53. Handcrafted re-alleges paragraphs 1 through 52 of this Complaint as if set forth in full herein.

54. NautMart has without authorization, on or in connection with the promotion and sale of its products in interstate commerce, made or contributed to the making of representations of fact that are false and misleading which are likely to cause confusion, or to cause mistake, or to deceive purchasers and potential purchasers into believing that Handcrafted's Products are available for purchase from NautMart.

55. NautMart's acts constitute unfair competition and are misleading representations of facts.

56. NautMart's acts of unfair competition and misrepresentations have led to, among other things, initial interest confusion in consumers stemming from NautMart's "bait and switch" practices.

57. NautMart's acts of unfair competition and misrepresentations have deceived and, unless restrained, will continue to deceive the public, including consumers and retailers, and have injured and unless constrained will continue to injure Handcrafted and the public, including consumers and retailers, causing damages to Handcrafted in an amount to be determined at trial and other irreparable injury to the goodwill and reputation of Handcrafted and its products.

58. NautMart's acts of unfair competition are willful, intentional and egregious and make this an exceptional case within the meaning of 15. U.S.C. § 1117(a), entitling Handcrafted to attorney's fees.

59. Handcrafted has no adequate remedy at law to compensate it for all the damages the NautMart's wrongful acts have and will cause.

COUNT IV: COPYRIGHT INFRINGEMENT (17 U.S.C. §§ 106 & 501)

60. Handcrafted re-alleges paragraphs 1 through 59 of this Complaint as if set forth in full herein.

61. Through its conduct averred herein, NautMart has infringed Handcrafted's copy-written images of its products in violation of Sections 106 and 501 of the Copyright Act, 17 U.S.C. §§ 106 and 501.

62. NautMart's acts of infringement are willful, intentional and purposeful, in disregard of and with indifference to Handcrafted's rights.

63. As a direct and proximate result of said infringement by NautMart, Handcrafted is entitled to damages in an amount to be proven at trial.

64. Handcrafted is also entitled to NautMart's profits attributable to the infringement, pursuant to 17 U.S.C. § 504(b), including an accounting of and a constructive trust with respect to such profits.

65. Handcrafted further is entitled to their attorneys' fees and full costs pursuant to 17 U.S.C. § 505 and otherwise according to law.

66. As a direct and proximate result of the foregoing acts and conduct, Handcrafted has sustained and will continue to sustain substantial, immediate, and irreparable injury, for which there is no adequate remedy at law.

67. Handcrafted is informed and believes and on that basis aver that unless enjoined and restrained by this Court, Defendants will continue to infringe Handcrafted's rights in its images. Handcrafted is entitled to preliminary and permanent injunctive relief to restrain and enjoin NautMart's continuing infringing conduct.

COUNT V: (UNJUST ENRICHMENT)

68. Handcrafted re-alleges paragraphs 1 through 67 of this Complaint as if set forth in full herein.

69. NautMart has benefited from the use of Handcrafted's name, reputation, and goodwill without compensating the Handcrafted.

70. NautMart's conduct, directly or through an agent or affiliate, constitutes unjust enrichment to the NautMart.

71. By virtue of NautMart's unjust enrichment, Handcrafted has suffered money damages.

COUNT VI: (INJUNCTIVE RELIEF)

72. Handcrafted re-alleges paragraphs 1 through 71 of this Complaint as if set forth in full herein.

73. NautMart has engaged in deceptive trade practices in violation of the Lanham Act.

74. NautMart's acts will continue to deceive the public, including consumers and retailers, unless the Court enjoins NautMart from advertising, marketing, or purporting to sell Handcrafted's Products-that it in fact has no intention to sell-or from engaging in any other false advertising with regard to Handcrafted's Products or engaging in any other unfair competition based upon false and misleading or confusing statements related to Handcrafted's Products.

COUNT VII: (DECLARATORY RELIEF)

75. Handcrafted re-alleges paragraphs 1 through 74 of this Complaint as if set forth in full herein.

76. Based on the allegations contained in this Complaint, there is a present and actual need for a judicial declaration.

77. Pursuant to the Declaratory Judgment Act, 28 U.S.C. § 2201, Handcrafted is entitled to and hereby move the Court for a judgment declaring that:

a. NautMart's advertising is illegal, confusing, likely to confuse or otherwise misleading.

b. Handcrafted has a legally protectable interest in preventing NautMart's advertising.

c. Handcrafted has suffered real harm as a result of NautMart's advertising.

d. NautMart's advertising is likely to confuse the public into believing that the NautMart is authorized to sell Handcrafted's Products and/or that the public may in fact order Handcrafted's Products through NautMart's Amazon.com storefront.

e. NautMart should pay Handcrafted its attorney fees and costs incurred in prosecuting this action.

COUNT VIII: GEORGIA DECEPTIVE TRADE PRACTICES ACT
(O.C.G.A § 10-1-370 et seq.)

78. Handcrafted re-alleges paragraphs 1 through 77 of this Complaint as if set forth in full herein.

79. NautMart's advertisements for goods it does not intend to sell as advertised constitute deceptive trade practices in violation of O.C.G.A. §§ 10-1-372 and 10-1-420.

80. NautMart's use of false or fraudulent statement in its advertisements constitute a violation of O.C.G.A. § 10-1-421.

81. The advertisements alleged above were made in and to residents of the state of Georgia.

82. Handcrafted has suffered damages as a result of the misleading and false advertisements of NautMart and will continue to suffer damage unless the Court enjoins NautMart from advertising, marketing, or purporting to sell Handcrafted's Products or from engaging in any other false advertising with regard to Handcrafted's product or engaging in any other unfair competition based upon false and misleading or confusing statements related to Handcrafted's Products.

83. In addition to injunctive relief, Handcrafted is entitled to recover actual damages it sustains as a consequence of NautMart's violation of the Georgia Code, together with costs and attorney's fees incurred in bringing this claim.

84. Handcrafted is entitled to statutory damages of \$2,000.00 per violation, or in other words, Plaintiffs are entitled to \$2,000.00 for each potential customer who clicked on an offending link.

85. Upon information and belief, NautMart's infringing activities have caused, and unless enjoined by this Court, will continue to cause irreparable injury and other damages to Handcrafted's business reputation and to the goodwill associated with Handcrafted, including diversion of consumers, lost sales and lost profits. Handcrafted has no adequate remedy at law.

COUNT IX: GEORGIA STATUTORY UNFAIR COMPETITION
(O.C.G.A § 23-2-55)

86. Handcrafted re-alleges paragraphs 1 through 85 of this Complaint as if set forth in full herein.

87. Upon information and belief, NautMart's unauthorized use of the Handcrafted's Trademarks has been with the intention of deceiving and misleading the public, and thereby attempting to encroach upon the business of Handcrafted in violation of O.C.G.A § 23-2-55.

88. NautMart's unauthorized use of the Handcrafted's Trademarks has caused, and unless restrained by this Court, will continue to cause immediate and irreparable injury to Handcrafted because a substantial number of past, present and potential customers have been and are likely to be confused, deceived and misled as to the true source, origin, sponsorship, approval, authorization, association, affiliation and characteristics of the products offered

for sale and sold by NautMart. Handcrafted has no adequate remedy at law for such injury.

89. Unless enjoined by this Court, NautMart will continue said deceptive trade practices, thereby deceiving the public and causing Handcrafted immediate and irreparable injury for which it has no adequate remedy at law.

COUNT X: GEORGIA COMMON LAW UNFAIR COMPETITION

90. Handcrafted re-alleges paragraphs 1 through 89 of this Complaint as if set forth in full herein.

91. NautMart's unauthorized use of Handcrafted's Trademarks have been for the calculated purpose of passing off NautMart's products as those of Handcrafted, trading upon Handcrafted's goodwill and reputation, and deceiving the public as to the true nature and characteristics of NautMart's Knockoffs, all to NautMart's profit and to Handcrafted's damage.

92. NautMart's aforesaid acts constitute unfair competition under the common law of the State of Georgia and have caused, and unless restrained by this Court will continue to cause, immediate, and irreparable injury to Handcrafted's goodwill and reputation, for which it has no adequate remedy at law.

COUNT XI: GEORGIA COMMON LAW UNJUST ENRICHMENT

93. Handcrafted re-alleges paragraphs 1 through 92 of this Complaint as if set forth in full herein.

94. NautMart's unauthorized use of the Handcrafted's Trademarks in connection with the advertising, promoting, and sale of the Defendant's goods and services, from which NautMart has derived substantial profits, has unjustly enriched NautMart by enabling them to unfairly appropriate the benefit of Handcrafted's extensive use, promotion, and development of the Handcrafted Trademarks and the goodwill associated therewith.

95. NautMart has earned revenues and profits to which they are not legally entitled, and Handcrafted continues to be irreparably injured by the aforesaid acts of NautMart, which acts have greatly and unjustly enriched NautMart at Handcrafted's expense, for which injury Handcrafted has no adequate remedy at law.

**COUNT XII: GEORGIA COMMON LAW MISAPPROPRIATION AND
CONVERSION**

96. Handcrafted re-alleges paragraphs 1 through 95 of this Complaint as if set forth in full herein.

97. NautMart, through the unauthorized use of Handcrafted's Trademarks, has misappropriated the Handcrafted Trademarks, and have

unlawfully converted to their own use and exploited Handcrafted's property and commercial likeness, thereby reaping for themselves the benefits of Handcrafted's prior use, promotion, and development of Handcrafted's Trademarks, and the goodwill symbolized thereby.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff Handcrafted respectfully prays for the following relief:

A. That the Court issue an injunction requiring NautMart, its officers, agents, servants and employees be enjoined and restrained from

(1) making, using, offering to sell, selling, or importing into the United States NautMart's products;

(2) using in any manner Handcrafted's Trademarks, or any confusing similar to or colorable imitation of the Handcrafted's Trademarks;

(3) doing any act or thing that is calculated or likely to cause confusion or mistake in the minds of members of the public or prospective customers of Handcrafted or NautMart's Knockoffs as to the source of the products or services offered for sale, distributed, or sold, or that is likely to deceive members of the public, or prospective customers, into believing

that there is some connection, affiliation, or sponsorship between NautMart and Handcrafted;

(4) Advertising, marketing, or offering to sell Handcrafted's Products in any source, including any internet search engine provider, or in any manner on NautMart's website, or Amazon.com storefront; or

(5) Publishing, displaying, distributing, disseminating or using, or permitting or entering into or performing any agreement for the publication, display, distribution, or use of Handcrafted's trademarked names, Handcrafted Nautical Decor™ and Hampton Nautical™.

B. An order requiring NautMart to immediately remove, or cause to be removed, all advertisements that purport to or imply that NautMart sells Handcrafted's Products on its website.

C. That the Court enter judgment and order as part of the injunction NautMart be directed to file with this Court and serve on Handcrafted within thirty days after issuance of the injunction, a report in writing under oath, setting forth in detail the manner and form in which NautMart has complied with the injunction;

D. That as a further part of the injunction NautMart be required to deliver up and destroy all of NautMart's Knockoffs, all things bearing

Handcrafted's Trademarks in any manner, or product configuration that is confusingly similar to or a colorable imitation of the Handcrafted Trademarks.

E. That the Court enter judgment in the amount of Handcrafted's Trademark infringement damages, NautMart's profits, Handcrafted's reasonable attorney fees, and costs of suit;

F. That the Court grant Handcrafted prejudgment interest and costs;

G. That the Court enter judgment for enhanced damages under 15 U.S.C. § 1117 and punitive damages under state law as appropriate; and

H. That the Court grant such other and further relief as the Court may deem just.

JURY TRIAL DEMANDED

Handcrafted hereby demands a trial by jury on all issues so triable.

Respectfully submitted, this February 3, 2016.

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CERTIFICATE OF COMPLIANCE

Pursuant to LR 7.1D, the undersigned counsel certify that the foregoing has been prepared in Book Antiqua 13 point, one of the four fonts and points approved by the Court in LR 5.1C.

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